

service on these defendants earlier in the proceedings but that discovery was stayed pending a decision upon defendant AmTrust Bank's motion to dismiss. Plaintiff points out that no initial disclosures have been exchanged, no discovery conducted, and she was recently allowed to amend her complaint. Plaintiff also represents that she has engaged the service of a private investigator and will make diligent effort to perfect service on Broady and Servus. Plaintiff also provided the affidavit of her counsel outlining his efforts to locate and serve the defendants and his strategic decisions in that regard.

Generally, good cause exists under Rule 4(m) if some "outside factor[,] such as reliance on faulty advice, rather than inadvertence or negligence, prevented service." Lepone-Dempsey v. Carroll County Comm'rs, 476 F.3d 1277, 1281 (11th Cir.2007) (citation omitted). Although not exactly "reliance on faulty advice", counsel for plaintiff admits to making a strategic decision to forego and delay the expense of effecting service upon Servus and Broady, until after the settlement negotiations with AmTrust failed to result in a settlement. Thus, inadvertence and negligence did not preclude service.

Upon consideration, the court finds that plaintiff has sufficiently shown good cause for her failure to serve these defendants. Moreover, this court still may exercise its discretion under Rule 4(m) to allow an extension even in the absence of a showing of good cause. See Horenkamp v. Van Winkle & Co., 402 F. 3d. 1129 (11th Cir. 2005). Accordingly, plaintiff is **ORDERED** to effect service upon defendants Servus and Broady within **thirty (30) days of the date of this order**.

DONE and **ORDERED** this 4th day of May, 2009.

s / Kristi K DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE